



## LITTON LOAN SERVICING LP

*An Affiliate of C-BASS*

4828 Loop Central Drive  
Houston, Texas 77081-2226

Telephone 800 999 8501  
Fax 713 966 8906

David Daugherty  
35 Valley View Dr  
Vienna, WV 261053327

7/11/2005

C

CERTIFIED MAIL RRR

RE: Deed of Trust / Mortgage Dated: 8/26/1999  
Loan No.:12907408  
VA/FHA/PMI No.:

### NOTICE OF DEFAULT AND INTENT TO ACCELERATE

Litton Loan Servicing, LP ("Litton") on behalf of the owner and holder of your mortgage loan, and in accordance with the above referenced Deed of Trust/Mortgage and applicable state law, provides you with formal notice of the following:

1. The mortgage loan associated with the above Deed of Trust/Mortgage is in default for failure to pay amounts that are due and owing.
2. To cure this default, you must pay all amounts that are due and owing under the terms of your Note and Deed of Trust/Mortgage. As of the date of this letter, the total amount necessary to bring the loan current is \$3483.79. **Additional amounts may become due and payable under your Note and Deed of Trust/Mortgage after the date of this letter.** You may find out the exact amount that you must pay to bring the loan current by contacting Litton at 1-800-999-8501. Your payment must be made in certified funds, cashier's check or money order.
3. If you have not cured the default within forty five (45) days of this notice, Litton will accelerate the maturity date of the Note and declare all amounts due under the Note immediately due and payable. Your property that is collateral for the Note may then be scheduled for foreclosure in accordance with the terms of the Deed of Trust/Mortgage and applicable state law.
4. You have the right to reinstate your loan after acceleration and the right to bring a court action to claim that your loan is not in default or any other defense to acceleration and sale which you may have. This notice remains in effect until the default is cured.
5. Upon acceleration of your Note, Litton will refer the property for foreclosure. The time required for foreclosure in your state is approximately 60 days. In accordance with the terms of your Note and Deed of Trust/Mortgage and the applicable state law, if Litton prevails in its foreclosure action, you may incur costs of foreclosure, such as title documentation, filing fees for the complaint, service of process, publication, recording of judgment, and other required expenses. You may also incur attorney fees in an amount up to \$550.00. The aforementioned foreclosure timeline as well as the fees and costs associated with a foreclosure action are estimates only and can be higher or lower dependant upon various factors.
6. Litton is a debt collector attempting to collect the debt. This notice is sent to you in an attempt to collect the debt referred to in the foregoing paragraphs and any information obtained from you will be used for that purpose.

DD/OLS 000481

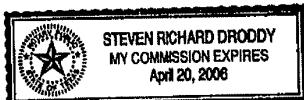
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7. For your benefit and assistance, we would like to advise you of the availability of government approved home ownership counseling agencies, which are designed to help homeowners avoid losing their home. To obtain a list of approved counseling agencies for our area, please call 1-800-569-4287.
8. If you are not obligated on the debt, or if the debt has been discharged in a bankruptcy proceeding, the Servicer is not attempting to collect from you personally. You are being given this notice as a courtesy because your interest in the real estate may be affected

I, Diane Lee-Barrios, Default Administration Specialist of Litton Loan Servicing LP, hereby certify that the notice of the consumer's right to cure default on which this certification appears (or to which this certification is attached) was on this 7<sup>th</sup> day of July 2005, mailed to the person(s) whose name(s) appear herein (therein) at the address(es) set forth herein (therein).

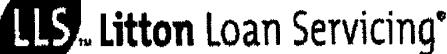
*Diane Lee-Barrios*  
(Signature)



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4828 Loop Central Drive  
Houston, TX 77081  
Telephone (800) 999-8501  
Fax (713) 966-8906  
[www.littonloan.com](http://www.littonloan.com)

**CERTIFIED MAIL RETURN RECEIPT REQUESTED**

6/12/2006

David Daugherty  
35 Valley View Dr  
Vienna, WV 261053327

**NOTICE OF DEFAULT AND INTENT TO ACCELERATE**

Re:	Deed of Trust/Mortgage Dated:	8/26/1999
	VA/FHA/PMI #:	
	Loan #:	12907408
	Property:	35 Valley View Drive Vienna, WV 26104

Dear Mortgagor(s):

Litton Loan Servicing LP ("Litton"), on behalf of the owner and holder of your mortgage loan, and in accordance with the referenced Deed of Trust/Mortgage and applicable state laws, provides you with formal notice of the following:

The mortgage loan associated with the referenced Deed of Trust/Mortgage is in default for failure to pay amounts due.

To cure this default, you must pay all amounts due under the terms of your Note and Deed of Trust/Mortgage. As of 6/12/2006, the total amount necessary to bring your loan current is \$3579.74. Additional amounts may become due and payable under your Note and Deed of Trust/Mortgage after 6/12/2006. For the exact amount you must pay to bring your loan current, please contact Litton at (800) 999-8501. Payment must be in the form of cashier's check, money order, or bank certified funds. Litton's address for correspondence is Litton Loan Servicing LP, Attention: Customer Assistance Response Team, 4828 Loop Central Drive, Houston, Texas 77081. Litton's address for payments is Litton Loan Servicing LP, Attention: Cash Management Department, P.O. Box 4387, Houston, Texas 77210-4387.

If you have not cured the default within forty five (45) days of this notice, Litton will accelerate the maturity date of the Note and declare all outstanding amounts under the Note immediately due and payable. Your property that is collateral for the Note may then be scheduled for foreclosure in accordance with the terms of the Deed of Trust/Mortgage and applicable state laws.

You have the right to reinstate your loan after acceleration and the right to bring a court action to claim that your loan is not in default or any other defense to acceleration and sale that you may have. This notice remains in effect until the default is cured.

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Upon acceleration of your Note, Litton will refer the property for foreclosure. The time required for foreclosure in the property state is approximately 60 days. In accordance with the terms of your Note and Deed of Trust/Mortgage and applicable state laws, if Litton prevails in its foreclosure action, you may incur costs of foreclosure, such as title documentation, filing fees for the complaint, service of process, publication, recording of judgment, and other required expenses. The aforementioned foreclosure timeline and the fees and costs associated with a foreclosure action are estimates only and are dependent upon various factors.

**Litton is a debt collector attempting to collect a debt. This notice is sent to you in an attempt to collect the debt referred to in the foregoing paragraphs and any information obtained from you will be used for that purpose.**

For your benefit and assistance, there are government approved homeownership counseling agencies designed to help homeowners avoid losing their homes. To obtain a list of approved counseling agencies, please call (800) 569-4287.

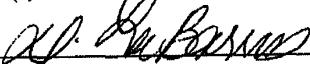
If you are not obligated on the debt or if the debt has been discharged in a bankruptcy proceeding, the servicer is not attempting to collect from you personally. You are being given this notice as a courtesy because your interest in the real estate may be affected.

This matter is very important. Please give it your immediate attention.

Sincerely,

Default Administration Department

On behalf of Litton Loan Servicing LP, I hereby certify that the notice of the consumer's right to cure default on which this certification appears was mailed on 6/12/2006, to the person(s) whose name(s) appear(s) herein at the address set forth above.

  
(Signature)

STATE OF TEXAS, COUNTY OF HARRIS to wit:

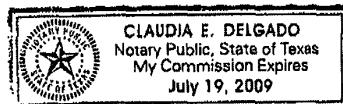
On 6/12/2006, before me, Claudia Delgado  
Personally appeared, Diane Lee-Barrios

Personally known to me  
 Proved to me on the basis of satisfactory evidence

To be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she (they) executed the same in his/her (their) capacity(s), as an authorized representative of Litton Loan Servicing LP.

  
Notary Public

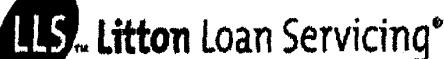
My commission expires: July 19, 2009



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Houston, TX 77081  
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7/12/2006

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To cure this default, you must pay all amounts due under the terms of your Note and Deed of Trust/Mortgage. As of 7/12/2006, the total amount necessary to bring your loan current is \$3489.61. Additional amounts may become due and payable under your Note and Deed of Trust/Mortgage after 7/12/2006. For the exact amount you must pay to bring your loan current, please contact Litton at (800) 999-8501. Payment must be in the form of cashier's check, money order, or bank certified funds. Litton's address for correspondence is Litton Loan Servicing LP, Attention: Customer Assistance Response Team, 4828 Loop Central Drive, Houston, Texas 77081. Litton's address for payments is Litton Loan Servicing LP, Attention: Cash Management Department, P.O. Box 4387, Houston, Texas 77210-4387.

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You have the right to reinstate your loan after acceleration and the right to bring a court action to claim that your loan is not in default or any other defense to acceleration and sale that you may have. This notice remains in effect until the default is cured.

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Upon acceleration of your Note, Litton will refer the property for foreclosure. The time required for foreclosure in the property state is approximately 60 days. In accordance with the terms of your Note and Deed of Trust/Mortgage and applicable state laws, if Litton prevails in its foreclosure action, you may incur costs of foreclosure, such as title documentation, filing fees for the complaint, service of process, publication, recording of judgment, and other required expenses. The aforementioned foreclosure timeline and the fees and costs associated with a foreclosure action are estimates only and are dependent upon various factors.

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Sincerely,

Default Administration Department

On behalf of Litton Loan Servicing LP, I hereby certify that the notice of the consumer's right to cure default on which this certification appears was mailed on 7/12/2006, to the person(s) whose name(s) appear(s) herein at the address set forth above.

Anne Hibbard

(Signature)

STATE OF TEXAS, COUNTY OF HARRIS to wit:

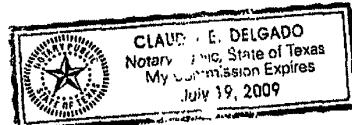
On 7/12/2006, before me, Claudia Delgado  
Personally appeared, Anne Hibbard

Personally known to me  
 Proved to me on the basis of satisfactory evidence

To be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she (they) executed the same in his/her (their) capacity(s), as an authorized representative of Litton Loan Servicing LP.

Claudia Delgado

Notary Public  
My commission expires: July 19, 2009



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